

Dr Julian Medical Group Limited

By clicking Agree below I accept these terms and conditions and consent to your designated Therapist(s) using information about my health and wellbeing for the purposes of providing therapy. I also consent to you disclosing the contents of my Account and Appointment requests (which may include the outcome of previous Appointments) to your Therapist(s) to help ensure that they provide the appropriate treatment.

If you withdraw your consent then you will not be able to continue with your therapy. If you do decide to withdraw your consent, then we or your Therapist(s), may still need to use your information, for example, if we need to tell your GP because we have serious concerns about your wellbeing. Further information about how your personal data is used in connection with the Dr Julian Platform can be found in the Privacy Notice and Cookie Policy on our website www.dr-julian.com. Please ensure that you have read this carefully before you proceed.

Dr Julian Platform: User Terms and Conditions

1 These terms

What these terms cover. **These are the terms and conditions which govern your access and use of the Dr Julian Platform, and in particular your making/requesting appointments with Therapists, which are described in more detail below.**

- 1.1 **Why you should read them.** Please read these terms carefully before you access or attempt to access the Dr Julian Platform, and in particular before you book an Appointment. These terms tell you who we are, what services we provide, how services will be provided to you, how you and we may change or end the contract, what to do if there is a problem and other important information. These terms also describe the limitations of our responsibility to you.
- 1.2 **How you agree to these terms.** By creating an Account (as described below) you accept these terms and conditions in full. If you do not understand, or do not agree to, any aspect of these terms and conditions you are not authorised to access or use the Dr Julian Platform, and you should cease all use of it. These terms and conditions will then form a contract between you and Dr Julian from the point at which you create an Account, until they are brought to an end in accordance with these terms.
- 1.3 **There are other terms that may apply to you.** As well as these terms and conditions, the following additional terms may also apply to your use of the Dr Julian Platform:
 - 1.3.1 Our Privacy Notice and Cookie Policy which can be found on our website (www.dr-julian.com), sets out the terms on which we process any personal data we collect from you, or that you provide to us. It also sets out information about the cookies on the platform and our website. By using the Platform, you consent to such processing and you warrant that all data provided by you is accurate.
 - 1.3.2 Our Acceptable Use Policy which can be found on our website (www.dr-julian.com), sets out the permitted uses and prohibited uses of the Platform. When using the Platform, you must comply with this Acceptable Use Policy.

2 Information about us and how to contact us

- 2.1 **Who we are.** We are Dr Julian Medical Group Limited a company registered in England and Wales. Our company registration number is 09856896 and our registered office at 21 Portman Close, London, W1H6BR

- 2.2 **References to you and us in these terms.** In these terms and conditions, references to **Dr Julian, we** or **us** refer to Dr Julian Medical Group Limited. References to **you** or similar refer to you as a user of the Dr Julian Platform.
- 2.3 **How to contact us.** You can contact us by e-mailing our customer service team at info@dr-julian.com. Please note that email communications may not be secure - as such, you should not include credit card information or other sensitive information in your correspondence with us.
- 2.4 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provide to us when you register to use the Platform.
- 2.5 **Writing includes emails.** When we use the words **writing** or **written** in these terms, this includes emails.

3 The Dr Julian Platform

- 3.1 **USE OF THE DR JULIAN PLATFORM IS NOT FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, IF YOU ARE CONSIDERING OR CONTEMPLATING SUICIDE, OR FEEL THAT YOU ARE A DANGER TO YOURSELF OR TO OTHERS, YOU MUST DISCONTINUE USE OF THE PLATFORM IMMEDIATELY AND DIAL 999. THE DR JULIAN PLATFORM IS NOT APPROPRIATE FOR EMERGENCY CARE.**
- 3.2 **The Service which Dr Julian provides.** Dr Julian is an on-line mental health and healthcare platform, Web App together with Android and iOS applications (Apps) and a Web Site. Through the Platform, we offer to connect you with a network of affiliated mental health professionals (that may include, but are not limited to, consultant psychiatrists, therapists, counsellors and psychologists) (**Therapists**) to obtain, mental healthcare guidance, counselling and therapy services. Our services include:
- 3.2.1 the facilitation of electronic communications with Therapists;
 - 3.2.2 the provision of appointment scheduling and reminders and other services related to online assessment and therapy for both our registered users and Therapists;
 - 3.2.3 where you are paying for your own appointment arrangements for payment by you for the services provided by Therapists; and
 - 3.2.4 the provision of other information about Dr Julian and our products and services through our website, www.dr-julian.com.

In these terms and conditions, the services listed above, and other ancillary services described in these terms, are collectively referred to as the **Platform**.

- 3.3 **What Dr Julian does not provide.** While Dr Julian facilitates your communication with Therapists, it is not responsible for the provision of medical or mental health guidance, or for the provision of counselling or therapy services through the Platform. Those services are provided independently to you direct by the relevant Therapist with whom you make an Appointment - those services are NOT provided by Dr Julian.
- 3.4 **Dr Julian does not provide access to doctors.** Most of the Therapists who you may access through the Platform are not doctors. You should never disregard, avoid or delay in obtaining medical advice from your doctor or other qualified healthcare provider because of

something you have read on the Platform. If you have or suspect that you have a medical problem or condition, please contact a qualified healthcare professional immediately.

- 3.5 **You should only rely on the help and guidance given to you by Therapists.** No information which you access on the Platform should be relied on by you, or be construed by you, as being medical advice. Although Dr Julian seeks to ensure that all information contained on the Platform is accurate and reflects best practice the only help and guidance which you should rely on through the Platform is help and guidance which is given direct to you by Therapists during an Appointment.
- 3.6 **System Requirements.** In order to use the Dr Julian Platform, the device on which you will access the Platform will need to comply with the minimum specification requirements which are set out in our FAQ's at <https://www.dr-julian.com/faqs> and on your dashboard within the Platform. We will be entitled to update those minimum requirements from time to time, and you will need to ensure that the device on which you access the Platform continues to meet those requirements. We will keep the requirements up to date on the Dr Julian web-site.

4 Registering to use the Platform

- 4.1 In order to use the Platform, you will be required to become a registered user by creating a Dr Julian account (**Account**).
- 4.2 **You must be at least 18 years old.** To create an Account, you must be at least 18 years old. If you are under 18 you are not permitted to register to use the Platform. Dr Julian reserves the right to terminate your Account (and these terms and conditions with you) if it comes to our attention that you are under 18 years old. In the near future we will be reducing the age limit to "at least 13 years old". At that time we will republish these terms and conditions on our website to reflect that change. When we make that change, if you are aged between 13 and 18 years of age, you must only select a Therapist who is qualified in dealing with people of your age. If you are between 13 and 16 years of age the Therapist will need to be satisfied that you have enough intelligence, competence and understanding to fully appreciate what's involved in your treatment to proceed with your Appointment.
- 4.3 **You must not be a resident of the USA or Canada.** The Platform is solely for the use of customers who are situated and resident outside of the United States of America and Canada. By creating an Account you warrant to us that you are not situated or a resident of the United States of America or Canada. Dr Julian reserves the right to terminate your Account (and these terms and conditions with you) if it comes to our attention that you are situated or a resident of the United States of America or Canada. Access to the Platform is strictly prohibited to those situated or resident in the United States of America or Canada.
- 4.4 **Your registration details.** In order to access the Platform, you must provide us with a current, valid email address so that we may contact you, your date of birth, gender and name. You agree that the information you provide during registration, and in any information you upload to your Dr Julian online profile maintained by or through the Platform (whether required by us or not) will be true, accurate, current, and complete (and you will update that information to reflect any changes). This information includes, but is not limited to, name, address, date of birth, phone number, email addresses and GP details. Changes can be made by you in your user profile, through the dashboard in the Platform, and you are solely responsible for the accuracy and completeness of your information.

- 4.5 **Your Account password.** When you register, you will be asked to choose a password. You are responsible for safeguarding and maintaining the confidentiality of your password and you agree not to disclose your password to any third party.
- 4.6 **Your Account security.** Unless any unauthorised use occurs as a result of a breach of these terms and conditions by us, or by negligence on our part, you will be solely responsible for any activities or actions taken under your Account, whether or not you have authorised such activities or actions. You must notify us immediately if you know or suspect that any unauthorised person is using your password or your Account (for example, your password has been lost or stolen, someone has attempted to use the Platform through your account without your consent, or your Account has been accessed without your permission). We strongly recommend that you do not use the Platform on public computers, and that you do not store your password through your web browser or other software.

5 Information about the Therapists

- 5.1 **Therapist qualifications.** All Therapists available through the Platform have represented to us that they have degrees, diplomas, licences and/or certifications in the areas of psychiatry, psychology, psychotherapy, marriage and family therapy, counselling and similar disciplines to the extent that those areas are relevant to their practice.
- 5.2 **Therapist profiles.** Through the Platform, Dr Julian may provide profile pages for Therapists to enable them to post relevant information about their education, training, experience, and areas of specialisation. Therapists are solely responsible for the content of their respective profiles, and Dr Julian (to the extent permitted by law) expressly disclaims any and all liability for the content of the Therapist profiles, including, without limitation, the accuracy or reliability of any information contained in them. However, if it comes to our attention that any information contained in a Therapist's profile is inaccurate or unreliable, we will take appropriate steps to update their profiles, or (where necessary) to remove that Therapist from the Platform.
- 5.3 **Dr Julian performs limited checks of Therapist credentials.** Dr Julian performs checks to confirm the credentials of all Therapists, and confirms that they are registered with their respective professional bodies. Dr Julian obtains evidence of Therapists qualification certificates, DBS checks, and proof that the Therapist holds professional indemnity insurance. However, Dr Julian is not responsible for credentialing Therapists, makes no representation regarding the accuracy of Therapists' credentials, and (to the extent permitted by law) expressly disclaims any liability for fraudulent credentials or claims by the Therapists.
- 5.4 **Dr Julian carries out annual checks of Therapists credentials.** Dr Julian regularly re-checks the credentials of Therapists, and aims to do so on average on an annual basis. However, it is possible that changes in your Therapist's professional status could occur between the time we perform a credential check and the time you select your Therapist. We require Therapists to inform us of any changes in their status, and if it comes to our attention that there has been a change in status of a Therapist, we will take appropriate steps to update their profiles, or (where necessary) to remove that Therapist from the Platform. However, we cannot guarantee the continued registration of each Therapist, and we ask that you notify us of any changes or concerns of which you become aware.

6 Using Therapists through the Platform

- 6.1 **Arranging a consultation.** Having created an Account, you will be entitled to use the Platform to arrange consultations (**Appointments**) with a Therapist. You will be able to view

the dates and times on which Therapists are available for Appointments through the Platform, and to book an Appointment with your preferred Therapist directly through the Platform. We recommend that you contact your preferred Therapist via the “message” button to arrange to discuss your issues prior to booking an Appointment to ensure that they are suitable for your issue and type of therapy you require. All appointments are provisional until confirmed by your Therapist. Therapists will endeavour to confirm appointments within 24 hours. Provisional and final confirmation of your Appointment by Therapists will be shown on the Platform and emailed to you when booked provisionally and again once the Appointment has been confirmed at which point payment will be taken, unless your card payment company does not permit delayed payments in which case the payment will be taken at the time of booking. (see clause 7 below on Fees payable to Therapists for Appointments). If you book an Appointment at short notice (generally within 24 hours of the Appointment start time) you will receive automatic confirmation of the provisional appointment by email and on the Platform. However because it is short notice it may not be possible for the Therapist to confirm the Appointment within that timescale.

- 6.2 **Short Notice Appointments.** Whilst we endeavour to offer appointments at short notice it is preferable to take some time to correspond with your chosen Therapist through the “Message” button on the Web App to confirm that they are right for your issue and the type of therapy you require.
- 6.3 **Therapist does not attend.** If the Therapist has not attended a confirmed Appointment within 15 minutes of the Appointment start time and the Appointment does not take place you will be entitled to rebook with the same Therapist or issued with a full refund if you have paid for your Appointment. If we have contacted you to advise you that the Therapist is unavailable then you will be either entitled to rebook with that same Therapist or issued with a full refund if you have paid for your Appointment. We will endeavour to advise you as soon as possible. If your Appointment has been paid for by your employer, the NHS or SafetyShield then in the above circumstances you will receive a re-credit of the Appointment to your Account and not a refund. Please advise us at info@dr-julian.com if your Appointment did not take place.
- 6.4 **Length of consultation.** Your Therapist will commit an hour of their time to each 60 minute Appointment. This time will be allocated to no less than 50 minutes of contact time with your Therapist (providing you start your appointment on time) and 10 minutes of admin and note writing time for your Therapist. These notes form an important part of your medical record for future appointments. Your Therapist will commit half an hour of their time to each 30 minute Appointment. This time will be allocated to no less than 25 minutes of contact time with your Therapist (providing you start your appointment on time) and 5 minutes of admin and note writing time for your Therapist. These notes form an important part of your medical record for future appointments. If for whatever reason your contact time exceeds 50 or 25 minutes respectively you will not be charged but it cannot exceed 60 or 30 minutes respectively.
- 6.5 **The Therapists are independent of Dr Julian.** Therapists are not the employees or agents of Dr Julian. Dr Julian provides the Platform through which you are able to communicate with a Therapist, and acts as an agent for the Therapist in making Appointments and in collecting your payment, if applicable, to the Therapist. However, each Therapist provides its services direct to you, and owes you a duty of care in accordance with their regulatory obligations. Each Therapist is responsible for obtaining your informed consent to any help or guidance, (including your consent to use on-line health services in the course of any consultation conducted through the Platform).

6.6 **The Therapists will rely on information that you give to them.** To the extent that help and guidance is provided to you by a Therapist through the Platform, that help and guidance will be based on the information which you give to the Therapist through the Platform (either through your Account, or during the course of an Appointment) including the outcomes of any assessments you undertake on the Platform and which are stored in your Account. It is, therefore, very important that you give all relevant information to your Therapist in order that they can assess your presenting symptoms and apply the appropriate standards of care for those symptoms.

6.7 **We may need to contact you to cancel or reschedule Appointments.** On occasion your Therapist may need to cancel a confirmed Appointment. We will notify you of this as soon as possible via email and on the Platform. If this occurs you will be able to rebook that Appointment with the same Therapist or obtain a refund. If your Appointment has been paid for by your employer, the NHS or SafetyShield then in the above circumstances you will receive a re-credit of the Appointment to your Account and not a refund. It is your responsibility to monitor your Account and emails, and ensure that you have read messages that you are sent.

7 Fees

7.1 **We do not charge you for use of the Platform.** There is no charge for you to register an Account or to use the Platform. As between you and us, use of the Platform is a free service. However, Therapists do charge for their time attending Appointments with you, and they authorise us to collect any payment due from you, your employer or the NHS on their behalf in accordance with this clause 7. Where a Therapist is required by law to issue an invoice to you, we will pass that invoice on to you from the Therapist.

7.2 **Therapist Fee levels.** If you are paying for your Appointment the fees payable by you to a Therapist in respect of an Appointment are set out on the Platform and in our FAQ's at <https://www.dr-julian.com/faqs> and on your dashboard, and will be specified to you at the time of booking an Appointment. The fees are subject to adjustment from time to time (and we will update the Platform accordingly) but any such adjustments will not affect Appointments that have already been booked and paid for.

7.3 **Fees are payable only when a booking is confirmed.** The full amount of the fee, if you are paying for your Appointment, will only be payable at the time the Appointment is confirmed by the Therapist unless your card payment company does not permit delayed payments in which case the payment will be taken at the time of booking. By booking an Appointment, you authorise us to automatically deduct all applicable charges and fees from the payment card you give us details of at the time of making an Appointment. We will pay the fee for an Appointment, to the relevant Therapist (less a charge which we agree with the Therapist for the provision of the Platform).

8 Cancellation and refunds

8.1 **Your right to cancel an Appointment.** You have a right to cancel an Appointment at any time during the period of 14 days following the date on which the Appointment is made. Your rights during this period (and the limits on those rights) are more fully described in clauses 15.5 to 15.7. You are also entitled to cancel any Appointment at any time up to 48 hours before the start of the Appointment. Any cancellation must be made through the Platform. If you cancel an Appointment in accordance with this clause you will, through the Platform, be able to rebook an Appointment with the same Therapist or be refunded any fees you have paid in respect of that Appointment. If your Appointment has been paid for by

your employer, the NHS or SafetyShield then in the above circumstances you will receive a re-credit of the Appointment to your Account and not a refund.

- 8.2 **No refund for late cancellations.** If you cancel an Appointment less than 48 hours before the start of the Appointment (other than in the circumstances described in clauses 15.5 to 15.7 which relates exclusively to those paying for their own Appointments), or if you do not attend the Appointment, you will not be entitled to re-book or any refund. In those circumstances, we will pay your fee to the Therapist in accordance with clause 7 as though the Appointment had gone ahead.
- 8.3 **Your Therapist may decline to treat you, with no right for a refund.** Even if you secure an Appointment, it is within the discretion of the Therapist to determine during the Appointment that online mental health services are not appropriate for some or all of your treatment needs. In those circumstances, the Therapist may elect not to provide online mental health services to you (although the Therapist will only do so on reasonable medical grounds). If that happens, the Therapist may (if appropriate) recommend alternative treatment pathways to you. However, any such determination will be treated by you and the Therapist as an important outcome of the Appointment, and will not result in any entitlement to a refund of the fees which you may have paid.
- 8.4 **You will be entitled to a refund if your Appointment is significantly disrupted.** If you arrange an appointment with a Therapist, but - as a result of an act or omission on the part of Dr Julian or the Therapist - the Appointment is disrupted such that you are not reasonably able to conclude the Appointment, you will be entitled to a refund of any fees paid in respect of that Appointment. If your Appointment has been paid for by your employer, the NHS or SafetyShield then in the above circumstances you will receive a re-credit of the Appointment to your Account and not a refund. If this happens, you should e-mail us at info@dr-julian.com as soon as possible with details of the disruption, in order that we can verify it with the relevant Therapist. You will not be entitled to a refund or re-credit where the disruption is not our fault, or the fault of the Therapist. In particular, you will not be entitled to a refund or re-credit where the disruption arises as a result of problems with the device on which you are accessing the Appointment.

9 Issue of prescriptions

- 9.1 **You are not able to access, or be issued with, prescriptions through the Platform.** In some circumstances, it may be appropriate, following an Appointment, for you to be issued with a prescription in respect of the matters discussed with your Therapist. Although we are working towards being able to facilitate the issue of prescriptions through the Platform, at this stage we are unable to offer that service. As such, the Therapists are unable to provide you with prescriptions through the Platform. Any recommendation for prescription medication by a Therapist should be followed up by you with your usual General Practitioner.

10 Your use of the Platform

- 10.1 **We own the intellectual property in the Platform.** We are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 10.2 **You have a limited licence to use the Platform.** We grant to you a non-exclusive, non-transferable licence to use the Platform solely for personal, non-commercial use in accordance with the provisions of these terms and conditions. You are not entitled to sell,

transfer, assign, sub-licence or in any other way deal with the licence that is granted to you by this clause.

- 10.3 **There are limitations on your right to copy information on the Platform.** You may print off one copy, and may download extracts, of any page(s) from the Platform for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 10.4 Our status (and that of any identified contributors) as the authors of content on the Platform must always be acknowledged.
- 10.5 **The Platform is not for commercial use.** You must not use any part of the content on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 10.6 **Non-compliance could result in you losing the right to use the Platform.** If you print off, copy or download any part of our Platform in breach of these terms your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 10.7 **We are not responsible for the content of third party sites or resources.** The Platform may provide links to third party web-sites and resources. In those circumstances, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

11 Uploading information to the Platform

- 11.1 **You must ensure that information which you upload to the Platform is appropriate.** Whenever you make use of a feature that allows you to upload content to the Platform, and during the course of Appointments with Therapists, you must comply with the standards set out in our Acceptable Use Policy which can be found on our website www.dr-julian.com. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 11.2 **We are entitled to remove inappropriate content.** We have the right to remove any content from your Account if, in our opinion, it does not comply with the content standards set out in our Acceptable Use Policy.
- 11.3 **You grant us a licence to use information which you upload to the Platform.** Any content you upload to our site will be considered non-proprietary. You retain all of your ownership rights in your content, but you grant to us and your nominated Therapists a limited licence to use, store and copy that content and to distribute and make it available to third parties in accordance with these terms.

12 Information you provide to us

- 12.1 **Information that you provide must be accurate.** Your Account will be established and maintained for you as a registered user of the Platform to enter, store, and access your information online, and for your Therapists to communicate with you about your care. All of the information contained in your Account will be maintained in accordance with these terms and conditions, and our Privacy Notice & Cookie Policy. You agree to provide accurate

and complete information for your Account, to periodically review such information, and to update information that you provide as needed.

- 12.2 **Messages that you send and receive will become a part of your Account.** All messages transmitted by you and to you through the Platform are saved and become part of your Account profile. We will take all reasonable steps, in accordance with our legal obligations, to ensure that the messages are encrypted and secure.
- 13 **Consent for therapy and disclosing information:** You consent to your designated Therapist(s) using information about your health and wellbeing for the purposes of providing therapy and confirming Appointments. You also consent to us disclosing the contents of your Account (which may include the outcome of previous Appointments and Assessments) to your Therapist(s) to help ensure that they provide the appropriate treatment. You also consent to us disclosing the contents of your Account (which may include the outcome of any or all Appointments) to the NHS but only if your Appointment has been paid either directly or indirectly by them. If you withdraw your consent then you will not be able to continue with your therapy. If you do decide to withdraw your consent, we, or your Therapist(s), may still need to use your information, for example, if we need to tell your GP because we have serious concerns about your wellbeing. Further information about how your personal data is used in connection with the Dr Julian Platform can be found in our Privacy Notice and Cookie Policy on our website www.dr-julian.com.
- 14 **We are not responsible for viruses, and you must not introduce them**
- 14.1 **We do not guarantee that the Platform will be secure or free from bugs or viruses.** You are responsible for configuring your information technology, computer programmes and platform to access the Platform. You should use your own virus protection software.
- 14.2 **You must not knowingly introduce bugs or viruses to the Platform.** You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.
- 15 **Your rights to end the contract**
- 15.1 **You can always end your contract with us.** You may terminate these terms and conditions, and your Account, at any time and for any reason. To do this, you should e-mail us at info@dr-julian.com to request that your Account is terminated.
- 15.2 **What happens when you end your contract with us.** If you terminate your contract with us:
- 15.2.1 you will be treated as having cancelled any Appointments which you have booked with us, and the provisions of clause 8 will apply to that cancellation(s);
- 15.2.2 your right to use the Platform (and all other rights or licences granted to you by these terms and conditions) will cease with effect from the date on which you request that your Account is terminated.

- 15.3 **Additional rights when you end the contract.** As well as your general right to terminate these terms and conditions at any time as described above, you may decide to end the contract (and you may have additional rights) in the following circumstances:
- 15.3.1 if the Platform was faulty or mis-described. In these circumstances, you may have a legal right to have the service re-performed or to get some or all of your money back;
 - 15.3.2 if you want to end the contract because of something we have done, or have told you that we are going to do. In these circumstances, you may have additional rights as described in clause 15.4;
 - 15.3.3 if you have changed your mind about an Appointment. In these circumstances, you may have rights to cancel that Appointment in accordance with clause 15.5.
- 15.4 **Ending the contract because of something we have done or are going to do.** If you are ending a contract (or cancelling an Appointment) for a reason set out at clauses 15.4.1 to 15.4.3 below, the contract will end (or the Appointment will be cancelled, as applicable) immediately and we will refund you in full for any Appointments which have not been provided. The reasons are:
- 15.4.1 there is a risk that supply of an Appointment may be significantly delayed because of events outside our control;
 - 15.4.2 we have suspended Appointments for technical reasons, or we notify you we are going to suspend them for technical reasons, in each case for a period of more than 5 days; or
 - 15.4.3 you have a legal right to end the contract because of something we have done wrong.
- 15.5 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products and services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 15.6 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:
- 15.6.1 digital products after you have started to download or stream these; and
 - 15.6.2 services (in particular, Appointments) once these have been completed, even if the cancellation period is still running.
- 15.7 **How long do consumers have to change their minds?** When you have booked an Appointment, you have 14 days after the day on which you book the Appointment to change your mind. However, once the Appointment has started, you cannot change your mind even if the 14 day period is still running. If you cancel after the Appointment has started, you must pay for the Appointment in full.
- 16 How to end the contract with us (including if you are a consumer who has changed your mind)**
- 16.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

16.1.1 **Email.** email us at info@dr-julian.com. Please provide your name, home address, details of the Appointment or order and, where available, your phone number and email address.

16.1.2 **By post.** Print off the cancellation form to be found in Schedule 1 at the end of these Terms and Conditions and post it to us at the address on the form. Or simply write to us at that address.

16.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the services by the method you used for payment.

16.3 **When your refund will be made.** We will make any refunds due to you as soon as possible, and in any event your refund will be made within 14 days of your telling us you have cancelled your Appointment.

17 **Our rights to end the contract**

17.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

17.1.1 you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;

17.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us or the Therapists to provide the services through the Platform;

17.1.3 it comes to our attention that any of the information that you have supplied in registering and updating your Account, or in your Appointments with Therapists, was inaccurate or if you have not updated that information to reflect any changes to it.

17.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 17.1 we will refund any money you have paid in advance for Appointments but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

17.3 **We may withdraw the Platform or any services.** We may write to you to let you know that we are going to stop providing the Platform, or that any services through the Platform will cease to be available. We will let you know at least 10 days in advance of our stopping the supply of any service, and will refund any sums you have paid in advance for Appointments which will not be provided.

17.4 **We may end the contract with you at any time.** We may end the contract with you at any time by giving you at least 30 days' notice in advance. If this happens, any booked Appointments will be cancelled, and we will refund any sums you have paid in advance for Appointments which will not be provided.

18 **If there is a problem with the Platform**

18.1 **How to tell us about problems.** If you have any questions or complaints about the Platform, please contact us on the details set out in clause 2.3.

19 Our responsibility for loss or damage suffered by you

- 19.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 19.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, for fraud or fraudulent misrepresentation, or for breach of your legal rights in relation to the Platform.
- 19.3 We are not responsible to you for the advice, guidance, acts or omissions of the Therapists.** While we facilitate the process of you making and keeping Appointments with Therapists through the Platform, the Therapists provide their services directly to you. We are not responsible for the help and guidance given by them. We do not supervise (and are not qualified to supervise) the Therapists, and we do not accept any liability for any advice, help and guidance, actions or omissions of the Therapists.
- 19.4 When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, in these circumstances, our liability to you will not exceed £250.

20 Other important terms

- 20.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 20.2 You need our consent to transfer your rights to someone else.** Your rights under these terms, and in relation to the Platform, are personal to you, and you may not transfer your rights or your obligations under these terms to another person.
- 20.3 We may make minor changes to this contract.** We may make changes to this contract where it is necessary to reflect changes in relevant laws and regulatory requirements, or to implement minor technical adjustments and improvements. These changes will not affect your use of the Platform.
- 20.4 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 20.5 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.6 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a

later date. For example, if you miss a payment and we do not chase you but we continue to provide access to the Platform, we can still require you to make the payment at a later date.

- 20.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of it in the English courts. If you live in Scotland you can bring legal proceedings in respect of these terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these terms in either the Northern Irish or the English courts.

Effective Date 08/10/2018

Schedule 1

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

Dr Julian Medical Group Limited
21 Portman Close
London
W1H6BR

I hereby give notice that I cancel my contract for the use of the Dr Julian Platform, and for the following outstanding orders and Appointments:

Appointments on:

Name of User

Address of User

Email Address of User

Signature of User

(only if this form is notified on paper)

Date